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UNITED STATES BANKRUPTCY COURT

FOR THE NORTHERN DISTRICT OF CALIFORNIA, SANTA ROSA DIVISION

In re: Nora Marissa Leon-Tirado, aka Marissa N. Leon aka Nora Marissa Leon aka Nora Marissa Nunez aka Nora Leon Debtor.	Case No. 13-11217 Chapter 13 R.S. No. DWE-42 **MOTION FOR RELIEF FROM AUTOMATIC STAY** Hearing: Date: 3/3/2017 Time: 1:30 P.M. Place: 99 South "E" Street Santa Rosa, CA 95404

TO THE HONORABLE ALAN JAROSLOVSKY, UNITED STATES BANKRUPTCY COURT JUDGE, THE DEBTOR, DEBTOR'S COUNSEL, THE TRUSTEE, AND OTHER INTERESTED PARTIES:

Wells Fargo Bank, N.A. ("Movant") hereby moves this Court for an Order granting relief from the automatic stay under 11 U.S.C. § 362 as to the Debtor and Debtor's bankruptcy estate in the above-captioned matter so that Movant may enforce its remedies against the property in accordance with applicable non-bankruptcy law on the real property commonly known as 923 Starr View Dr., Windsor, California 95492 (the "Property").

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Movant hereby moves this Court for an Order granting relief from the automatic stay on the following grounds:

1. **Pursuant to 11 U.S.C. § 362(d)(1), Movant's interest is not adequately protected as Debtor has failed to make post-petition payments:** The evidence establishes that Debtor has failed to make post-petition payments to Movant. Therefore, Movant's interest in the Property is not adequately protected.

Movant submits the attached Declaration and Memorandum of Point & Authorities, as well as other evidence attached hereto in support of its Motion.

WHEREFORE, Movant prays that this Court issues an Order as follows:

1. An Order Granting Relief from the Automatic Stay to allow Movant, its successors, transferees, and assigns, to proceed under applicable non-bankruptcy law to enforce its remedies against the Property.
2. The Order be binding and effective despite any conversion of this bankruptcy case to a case under any other chapter of Title 11 of the United States Code.
3. The 14-day stay described by Bankruptcy Rule 4001(a)(3) be waived.
4. Movant, or its agents, may, at its option, offer, provide and enter into a potential forbearance agreement, loan modification, refinance agreement or other loan workout or loss mitigation agreement. Movant, through its servicing agent, may contact the Debtor by telephone or written correspondence to offer such an agreement. Any such agreement shall be nonrecourse unless stated in a reaffirmation agreement.
5. If relief from stay is not granted, Movant respectfully requests the Court to order adequate protection.
6. Any further relief as the Court deems just and proper.

Dated: 2/6/2017

Respectfully Submitted,
Buckley Madole, P.C.

By: */s/ Dane W. Exnowski*
Dane W. Exnowski
Attorney for Movant